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IN THE UNITED STATES DISTRICT COURT FOR THE MICHAEL W. DOBBINS  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION CLERK, U. S. DISTRICT COURT

VARDON GOLF COMPANY INC. )

Plaintiff, )

v. )

GOLFSMITH INTERNATIONAL, INC., )  
ORLIMAR GOLF COMPANY, NICKLAUS )  
GOLF EQUIPMENT COMPANY, L.C., )  
WILSON SPORTING GOODS, INC., )  
UT GOLF, INC., HIPPO GOLF EQUIPMENT )  
CO. )

Defendants. )

98 C 2944  
Civil Action No.

JURY DEMANDED JUDGE COAR

MAGISTRATE JUDGE ASHMAN

COMPLAINT

Plaintiff, Vardon Golf Company, Inc. ("Vardon") complains of the Defendants, Golfsmith International, Inc. ("Golfsmith"), Orlimar Golf Company ("Orlimar"); Nicklaus Golf Equipment Company, L.C. ("Nicklaus"), Wilson Sporting Goods, Inc. ("Wilson"), UT Golf, Inc. ("UT"), and Hippo Golf Equipment Co. ("Hippo") as follows:

1. This is a claim for patent infringement arising under the patent laws of the United States, Title 35 of the United States Code. This Court has original jurisdiction over the subject matter of this claim under 28 U.S.C. § 1338(a).

The Parties

2. Vardon is an Illinois corporation having a place of business at 1080 Nerge Road, Suite 205, Elk Grove Village, Illinois 60007.

3. Golfsmith is a Delaware corporation with its principal place of business at 9106 Yucca Mountain Drive, Austin, Texas 78759 and a Registered Agent at 208 South LaSalle Street, Chicago, Illinois 60604.

EXHIBIT F

4. Orlimar is a California corporation having its principal place of business at 25673 Nickel Place, Hayward, California 94545.

5. Nicklaus is a Florida limited company, having its principal place of business at 7830 Byron Drive, West Palm Beach, Florida 33404.

6. Wilson is a Delaware corporation, having its principal place of business at 8700 W. Bryn Mawr Ave., Chicago, IL 60631.

7. UT is a corporation with its principal place of business at 3123 W. MacArthur Blvd., Santa Ana, California 92704.

8. On information and belief, Hippo is a corporation with its principal place of business at 4400 N. Federal Highway, Suite 410, Boca Raton, Florida 33431.

9. Each of the Defendants transacts business in this Judicial District.

10. Venue is proper in this Judicial District under 28 U.S.C. §§1391(c) and 1400(b).

#### **Jurisdiction**

11. This is a claim of patent infringement arising under the patent laws of the United States.

12. This Court has subject matter jurisdiction under 28 U.S.C. §1338(a).

13. Personal jurisdiction exists over the Defendants which have and continue to transact regular and continuous business in this district. As an example, Defendants have sold clubs in this district and have attended trade shows in this district at which they exhibited and distributed samples of products covered by and/or made in accordance with the patents-in-suit.

#### **Patent Infringement**

14. Vardon owns and has standing to sue for infringement of United States Letters

Patent No. 5,301,941 (the "941 patent") for "Golf Club Head With Increased Radius Of Gyration And Face Reinforcement," United States Letters Patent No. 5,401,021 (the "021 patent") for "Set Of Golf Club Irons With Enlarged Faces" and United States Design Patent No. D344,997 for "Golf Club Head" (collectively "the Vardon patents"). The Vardon patents, attached hereto as Exhibits A, B, and C were legally issued by the United States Patent and Trademark Office.

15. Defendant Golfsmith has manufactured, sold, offered to sell and distributed in the United States, specifically in this district, driver and other wood-type golf club products that are covered by at least one Claim of U.S. Patent No. 5,301,941 and D344,997.

16. Defendant Golfsmith also has manufactured, sold, offered to sell and distributed in the United States, specifically in this district, the "Harvey Penick Iron Professional" clubhead, which infringes at least one Claim of the U.S. Patent No. 5,401,021.

17. Defendant Orlimar has manufactured, sold, offered to sell and distributed in the United States, specifically in this district, driver and other wood-type golf club products that are covered by at least one Claim of U.S. Patent No. 5,301,941 and D344,997.

18. Defendant Nicklaus has manufactured, sold, offered to sell and distributed in the United States, specifically in this district, driver and other wood-type golf club products that are covered by at least one Claim of U.S. Patent No. 5,301,941 and D344,997.

19. Defendant Wilson has manufactured, sold, offered to sell and distributed in the United States, specifically in this district, driver and other wood-type golf club products that are covered by at least one Claim of U.S. Patent No. 5,301,941 and D344,997.

20. Defendant UT has manufactured, sold, offered to sell and distributed in the United States, specifically in this district, wood-type and iron golf club products under the "Avanti GT" brand that are covered by at least one Claim of U.S. Patent No. 5,301,941, D344,997 and 5,401,021.

21. Defendant Hippo has manufactured, sold, offered to sell and distributed in the United States, specifically in this district, wood-type and iron golf club products under the "Tegra" brand that are covered by at least one Claim of U.S. Patent No. 5,301,941 and D344,997.

22. Defendants have also induced others to manufacture, use and sell in the United States and especially in this district and have imported and caused to be imported products covered by the Vardon patents.

23. Defendants' acts constitute infringement and/or contributory infringement of each of the Vardon patents. Such infringement has injured Vardon and Vardon is entitled to recover damages adequate to compensate it for all such acts of infringement.

24. Defendants have also induced others to manufacture and sell such products, have themselves practiced methods and processes that make products also covered by such patents, have imported and caused to be imported into the United States products made by methods covered by such patents and have induced others to practice such methods and processes in the United States.

25. Defendants have direct knowledge of each of the patents-in-suit but have nonetheless continued their unlawful conduct without any good faith belief that they have not infringed, contributorily infringed or induced others to infringe. Defendants' infringement, contributory infringement and inducement to infringe, therefore, has been willful and deliberate. It has injured

and will continue to injure Vardon, unless and until this Court enters an injunction prohibiting further infringement.

### **DEMAND FOR RELIEF**

WHEREFORE, Vardon respectfully demands judgment against Defendants, their subsidiaries, affiliates, agents, servants, employees, attorneys and all persons in active concert or participation with them, granting Vardon the following relief:

A permanent injunction prohibiting Defendants from further acts of infringement of the Vardon patents;

Damages sufficient to compensate Vardon for the infringement of Defendants in an amount to be proved at trial, but in no event less than a reasonable royalty, together with prejudgment interest from the date infringement of the Vardon patents began;

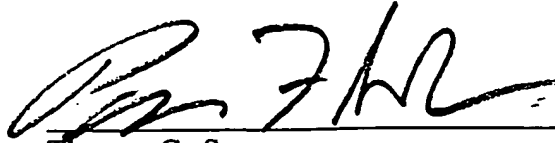
An award to Vardon of three times the amount of damages so determined, as provided for in 35 U.S.C. Section 284;

A finding that this case is "exceptional," and, if so, an award to Vardon of its costs and reasonable attorneys' fees, as provided in 35 U.S.C. Section 285; and

Such other and further relief as this Court or a jury may determine to be proper and just.

### **JURY DEMAND**

Vardon demands a trial by jury on all issues triable by jury.



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